



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **W-0**

November 7, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
10TH STREET WEST/AVENUE O-8 RELOCATION AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

As the governing body of the Los Angeles County Waterworks District No. 40, Antelope Valley:

1. Approve the enclosed Agreement between the City of Palmdale and the Los Angeles County Waterworks District No. 40, Antelope Valley, to relocate three water mains and appurtenant structures in 10th Street West at Avenue O-8 to accommodate the City of Palmdale's storm drain construction.
2. Find that this project is categorically exempt under Class 2(c) of the environmental guidelines approved by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To accommodate the construction of a City storm drain in Avenue O-8, the District must relocate three water mains and appurtenant structures in 10th Street West. At the request of the District, the City of Palmdale has agreed to design and relocate the District water mains as part of their storm drain construction contract. This will allow the project to be completed in the most cost-effective manner possible.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as having the City of Palmdale include the water main relocation work with their storm drain contract will save the District an estimated \$100,000.

FISCAL IMPACT/FINANCING

This action will have no impact on the County's General Fund.

This project has an estimated cost of \$60,000. There are sufficient funds available in the District's Accumulative Capital Outlay Fund to finance this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement was executed by the City of Palmdale on July 10, 2002. The Agreement has been reviewed by the County Counsel and approved as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt under Class 2(c) of the California Environmental Quality Act guidelines approved by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

The Honorable Board of Supervisors
November 7, 2002
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CONCLUSION

Please return two approved copies of the Agreement marked "LACWWD" and "City 1" and two adopted copies of this letter. The copy of the Agreement marked "County" is for your files. In addition, please forward the copy marked "Auditor-Controller" together with one approved copy of this letter to that office.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

GMP:lb
BDL2118

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF PALMDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, a public waterworks district formed pursuant to Division 16 of the State Water Code, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, CITY proposes to construct storm drain improvements extending 1,800 feet westerly and 1,320 feet easterly of 10th Street West on the alignment of Avenue O-8, hereinafter referred to as "STORM DRAIN IMPROVEMENTS"; and

WHEREAS, STORM DRAIN IMPROVEMENTS requires the relocation of three DISTRICT water mains located in 10th Street West, hereinafter referred to as "WATER IMPROVEMENTS"; and

WHEREAS, DISTRICT has requested and CITY willing to design and construct WATER IMPROVEMENTS along with the construction of STORM DRAIN IMPROVEMENTS; and

WHEREAS, STORM DRAIN IMPROVEMENTS and WATER IMPROVEMENTS together are hereinafter referred to as "PROJECT"; and

WHEREAS, CITY shall prepare plans, specifications, and shall administer the construction contract for PROJECT; and

WHEREAS, DISTRICT shall reimburse CITY for the actual cost of WATER IMPROVEMENTS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both CITY and DISTRICT, and of the premises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To prepare plans, specifications, and cost estimates for PROJECT.
- b. To obtain DISTRICT'S approval of plans and specifications for WATER IMPROVEMENTS prior to advertising the construction contract for PROJECT.

- c. To advertise PROJECT for construction; receive bids; award and administer the construction contract; do all things necessary and proper to complete PROJECT; and act, only after consulting with DISTRICT, on behalf of DISTRICT in all negotiations pertaining to WATER IMPROVEMENTS.
- d. To notify DISTRICT 48 hours in advance of the start of construction of WATER IMPROVEMENTS, so that DISTRICT may furnish an inspector, at no cost to CITY, to inspect the construction of WATER IMPROVEMENTS. CITY'S inspector shall consult with DISTRICT'S inspector with respect to WATER IMPROVEMENTS, but CITY'S inspector's instructions to CITY'S contractor shall be final.
- e. To furnish DISTRICT, within 30 days after completion of PROJECT, a final accounting of the actual cost of WATER IMPROVEMENTS.
- f. To furnish DISTRICT, within 30 days after completion of PROJECT, "as-built" drawings of WATER IMPROVEMENTS.

(2) DISTRICT AGREES:

- a. To review and approve plans and specifications for WATER IMPROVEMENTS.
- b. To deposit with CITY, following opening of construction bids for PROJECT and upon receipt of invoice from CITY, 55 percent of the construction cost bid for WATER IMPROVEMENTS.
- c. To fully reimburse CITY for the actual cost of WATER IMPROVEMENTS, based upon final accounting.
- d. To release to CITY, the remainder of the funds constituting the actual cost for WATER IMPROVEMENTS with 30 days of: 1) acceptance of the final accounting of WATER IMPROVEMENTS; and 2) receipt of "as-built" drawing of WATER IMPROVEMENTS.
- e. To maintain WATER IMPROVEMENT at DISTRICT'S expense upon the completion of PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The actual cost of WATER IMPROVEMENTS, as referred to in this Agreement, shall equal the sum of the cost of preparation of plans and specifications, construction contract, contract administration, construction engineering, construction survey, detours, and all other work necessary to construct WATER IMPROVEMENTS in accordance with approved plans, and shall include CITY'S costs to cover overhead and administration in connection with any or all of the above-mentioned items. WATER IMPROVEMENTS are estimated to cost \$60,000.

b. The following are the addresses for notification hereunder:

CITY: Mr. Steve Williams, Public Works Director
City of Palmdale
38300 North Sierra Highway
Palmdale, CA 93550-4798

DISTRICT: Los Angeles County Waterworks
District No. 40, Antelope Valley
P. O. Box 1460
Alhambra, CA 91802-1460

Attention Mr. Brian D. Hooper

Any and all demands, notices, or other communications between the parties shall be in writing.

c. This Agreement and all performance under it shall, in all respects, be governed by the laws of the State of California.

d. Neither DISTRICT, nor any officer or employee of DISTRICT, nor the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any negligence on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that CITY shall fully indemnify, defend, and hold DISTRICT and the County of Los Angeles harmless from any liability imposed for injury occurring by reason of any negligence on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement.

- e. Neither CITY, nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any negligence on the part of DISTRICT, under or in connection with any work, authority, or jurisdiction delegated to DISTRICT under this Agreement. It is also understood and agreed that DISTRICT shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury occurring by reason of any negligence on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to DISTRICT under this Agreement.
- f. CITY and DISTRICT shall have no financial obligation to each other concerning the subject of this Agreement, except as expressly herein provided.
- g. This document constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the CITY OF PALMDALE on _____, 2002, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY on _____, 2002.

COUNTY OF LOS ANGELES
LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, ANTELOPE VALLEY

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the

Board of Supervisors of
the County of Los Angeles

By _____

Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF PALMDALE

ATTEST:

By _____
Mayor

By _____
City Clerk

By _____
City Attorney

GMP:lb
AGMT2